



**STATE OF MONTANA
DEPARTMENT OF CORRECTIONS
YOUTH SERVICES DIVISION**

INDIVIDUAL YOUTH PLACEMENT AGREEMENT

This letter of agreement is between:

**The State of Montana
Department of Corrections (DOC)
Youth Services Division
1539 11th Avenue
Helena, MT 59620**

and

(Facility/Program Name)

(Federal Provider ID Number)

(Location)

(Date JCAHO Accreditation Awarded)

This letter of agreement is for the placement of **Youth Name / CAPS ID #**
a youth under the age of 18. The Department of Corrections is placing the youth on **Date** at
an interim daily rate, which shall not necessarily apply to any other future placements by the DOC. Additionally, any
other terms of this agreement are subject to revision for future placements by DOC.

All payments shall be for services provided as described in the Facility Services Profile and licensure information
provided to the Department by the Contractor. A current copy of the Facility Services Profile and a copy of the facility
or program's current license will be maintained by the Department for use as reference documents pertaining to this
placement agreement.

The indicated parties shall have the following responsibilities for the expenses of the youth's placement:

- (1) If the youth has been certified for Medicaid payment through a Certificate of Need, the provider shall
accept payment for the full cost of care through Montana Medicaid under the current Mental Health
Services contract with Montana Medicaid providers. The Department will pay as an interim rate \$ _____
per day, if Medicaid payment is delayed or terminated. Such rate may not exceed 90% of the established
Medicaid Provider Rate. The provider shall pursue all appropriate appeals in the case of Medicaid
decertification.

OR

- (2) The Department of Corrections shall pay for the youth's cost of care within the Name of specific facility
and program or level of program program of the facility at a rate of \$ _____.

In the event of cost sharing with another entity, DOC agrees to pay only the agreed upon portion of the
total cost of care for said individual. Payment shall be for the first day of admission, but shall not be for
the day of discharge or last day of service. A breakdown of the agreed upon costs are as follows:

<u>SERVICE</u>	<u>AMOUNT</u>	<u>PAYOR(S)</u>
Room and Board	_____	_____
Therapy	_____	_____
Supervision	_____	_____
Education *	_____	_____

* Education costs are based on costs for education services (special education or regular education)
provided under a regular school year scheduled, pro-rated to reflect a daily per diem rate.

The following agencies or individuals have agreed to the above cost share, and are authorized to sign and commit to the above costs:

Name	Agency
Name	Agency
Name	Agency

(3) The contractor understands that the Department shall be obligated to pay for only those services provided to youth placed by the Department and only for the portion of the cost that the Department has agreed upon with the contractor, as reflected in the preceding section. The Department is not responsible for the assumption of costs that are the obligation of other parties relative to this cost share agreement. Nor is the Department responsible for payment of services provided to youth that are placed by other agencies or parties unless such youth are placed under this agreement.

(4) The Department will provide the Contractor with a Montana Medicaid card for all eligible youth placed. The facility shall make every reasonable effort to obtain a Montana Medicaid provider for any of the youth's routine and non-routine medical, dental, or psychological needs which are not covered under the per diem expenses established and agreed upon by the Contractor and the Department. If requested by the facility, the Department will assist the Contractor's health care provider in being certified as a Montana Medicaid Provider. In the event a youth is determined to be Title IV-E Medicaid eligible, the provider shall facilitate application for and use of services as provided for under Title IV-E rules. Any usual and customary medical expenses not covered by Medicaid or health insurance to which the youth is a party shall be the payment responsibility of the Contractor. The Department will assume responsibility for exceptional medical services **only** when such services are approved in writing by the Department a minimum of 24 hours in advance of being performed.

(5) Administrative Rules of Montana 20.9.120(4) reads as follows: "No youth shall be placed in residential treatment or a residential placement unless there is a contract with DPHHS or an individual placement agreement signed by the provider and the placing agency which contains the following:

(a) **identification of the problems of the youth which require placement;**

(b) **services to be provided for the youth;**

(c) **duration of the placement;**

(d) **desired outcome of the services or treatment to be provided with a description of the instrument to be used to measure the outcome;**

(e) **the requirement for a discharge plan that includes:**

(i) **provisions for any medically necessary or recommended mental health services to be provided in the community; and**

(ii) **a description of a step down or transfer plan which may be initiated if emergency removal of the youth is required by either the facility or placing worker;**

(f) **costs for services or placement; and**

(g) **identification of financially responsible party."**

- (6) The Facility, in conjunction with the placing worker, agrees to develop a case plan for the youth within thirty (30) calendar days of the admission to the facility based upon the facility or program profile provided by the facility to the Department. Case plans will be based upon active treatment principles that define issues, goals and measurable objectives. Discharge planning will begin on the date of admission and will include a case plan that emphasizes family reunification and/or discharge to the least restrictive environment. These case plans will need to be updated every six (6) months.

The Facility will provide to the Case Manager, Parole Officer and Financial & Program Services Supervisor, case plan progress reports every thirty (30) days, quarterly written case plan reviews and discharge summaries. These reports and summaries will be used by the placing worker as documentation for adjustments to the treatment and discharge plan as necessary and as supporting documentation for placement reviews.

The placing professional will maintain monthly telephone contact with the facility, the youth and the other involved worker (facility Case Manager or Parole Officer).

Upon admission, the facility staff and placing worker shall jointly agree upon an emergency discharge plan. Such plan shall stipulate the process and responsibilities of each party regarding removal of the youth in the event that a youth is determined by either party to be inappropriate for continued stay in the facility. Such plan must allow the Department a minimum of five (5) working days to arrange transportation and an alternative placement.

- (7) The Facility agrees to provide accredited educational services for the youth based upon the individual's needs (regular or special education) as specified in the youth's IEP and included in the referral packet to the Facility. Special Education Services must be verifiable. The Facility also agrees to communicate with the school to which the youth will transfer upon completion of treatment. The Facility agrees to provide transcripts, including number of hours completed per class, to assure that the progress that was made in treatment will continue.
- (8) When allowable under the facilities host state laws and the placing agency policies, the Facility and the Department shall share equally in the usual and reasonable transportation costs associated with the initial placement of the youth and his/her return to Montana. Such costs shall include the costs of one escort staff round trip for each such placement. The Facility may make alternative transportation arrangements at their own cost if mutually agreeable between the Facility and the placing worker. In addition, the facility and the Department shall share equally in the usual and reasonable costs associated with one facility on-site visit during each calendar year following a youth's placement by either the youth's Montana Case Manager or a Department designee. The placing worker shall be responsible for requesting, arranging and coordinating such visits.
- (9) Prior to placement the facility will provide copies of all policies and procedures regarding:
- Use of force
 - Use of restraints, including all devices/resources authorized
 - Use of confinement and/or seclusion
 - Discipline policies/practices
 - Medication management
 - Suicide prevention/intervention
 - Parent and youth contacts
 - Youth correspondence and access to telephones
 - Youth grievance procedure
 - Recreation
 - Religious programming
- (10) Photographs of the youth are not permitted for publication.

SIGNATURES

Name

Parole Officer / Institutional Case Manager

Date

Name

Superintendent or Designee / YCC Bureau Chief

Date

Name

Facility Authorized Representative

Date

NameFinancial & Program Services Supervisor
State of Montana, DOC

Date

***Upon completion, please forward to the address(es) indicated below:

Montana Department of Corrections
Youth Community Corrections Bureau
PO Box 201301
Helena, MT 59620-1301

Pine Hills Youth Correctional Facility
4 N. Haynes Avenue
Miles City, MT 59301-5600

Riverside Youth Correctional Facility
PO Box 88
Boulder, MT 59632-0088
